

ORDINANCE # 81

AN ORDINANCE ADOPTING STATE HEALTH CODE #826:RABIES AS THE MINIMUM STANDARD ACCODRING TO SECTION 826:015 AND 826:013: PROVIDING FOR REGULATIONS AND CONTROL OF RABIES; PROVIDING FOR RABIES PREVENTION ; PROVIDING FOR A RABIES PREVENTION AND CONTROL AUTHORITY; PROVIDING FOR FEES AND SERVICES, PROVIDING FOR THE IMPOUNDMENT AND QUARANTINE OF ANIMALS; PROVIDING FOR THE REPORTING OF BITING INCIDENTS; PROVIDING FOR THE DESTRUCTION OF ANIMALS, PROVIDING FOR ENFORCEMENT; PROVIDING A SEVERALIBILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The City of Annetta is a Type A General Law City operating pursuant to the Laws of the State of Texas, by and through the action of its duly elected council members;

**WHEREAS**, the City Council of the City of Annetta, Texas, has determined that it is Necessary and advisable to adopt this ordinance to ensure the prevention and control of Rabies and to ensure the protection of the health, safety, and general welfare of the Citizens of the City of Annetta, Texas.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNETTA, TEXAS:

**ARTICLE I: In General**

- I. "Rabies Control Authority" means the person designated by the City of Annetta to enforce rabies control and prevention.
- II. "Animal" means a warm-blooded animal.
- III. "Board" means the Texas Board of Health.
- IV. "Cat" means *Felis catus*.
- V. "Commissioner" means the commissioner of health
- VI. "Department" means the Texas Department of Health.
- VII. "Dog" means *Canis familiatis*.
- VIII. "Epizootic" means the occurrence in a given geographic area of population

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of cases of a disease clearly in excess of the expected frequency.

- IX. "Licenses veterinarian" means a veterinarian licenses to practice veterinary medicine in one or more of the 50 states.
- X. "Quarantine" means strict confinement of an animal specified in an order of the board or its designee:
- XI.
- (A) on the private premises of the animal's owner or at a approved by the board or its designee
  - (b) under restraint by closed cage or paddock or in any other manner approved by board rule
- XII. "Rabies" means an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite.
- XIII. "Stray" means roaming with no physical restraint beyond the premises of an animal's owner or keeper.
- XIV. "Livestock" means an animal raised for human consumption or an equine animal..

#### **ARTICLE II: Rabies Vaccinations**

- A. Except as otherwise provided by Board rule, the owner of a dog or cat shall have the animal vaccinated against rabies by the time the animal is four months of age and at regular intervals thereafter as prescribed by board rule.
- B. A veterinarian who vaccinates a dog or cat against rabies shall issue to the animal's owner a vaccination certificate in a form that meets the minimum standards approved by the board.

#### **ARTICLE III: Reports**

- A. A person who knows of an animal bite or scratch to an individual that the person could foresee as capable of transmitting rabies, or who knows of an animal that the person suspects is rabid, shall report the incident or animal to the local rabies control authority.

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- B. The report must include:
- a. the name and address of the victim and of the animal's owner, if known and
  - b. any other information that may help in locating the victim or animal.
  - c. the local rabies control authority shall investigate and file a report

#### **ARTICLE IV: Quarantine**

- A. Observation. The owner of any animal, that has bitten a human being is required to quarantine the animal for a period of (10) days at the owner's expense. If the biting animal exhibits signs of illness during that 10-day observation period this must be reported to the local rabies control authority.
- B. Inability to Maintain a Quarantine. If the owner of the biting animal cannot maintain a secure quarantine, the animal will be impounded at the owner's expense, or the animal will be humanely destroyed and the brain submitted to proper authorities as required by state law
- C. Wild Animals. A wild animal will not be placed in quarantine. A wild animal Involved in a biting incident will be humanely destroyed.
- D. Release. The owner of an animal must obtain a release from the local rabies Authority upon expiration of the quarantine period.
- E. Any person violates this ordinance if:
- (1) fails or refuses to quarantine an animal that has bitten a human being or;
  - (2) interrupts the quarantine observation period before obtaining a release from the local rabies control authority.
- F. An owner shall submit for quarantine an animal that:
- (1) is reported to be rabid or to have exposed an individual to rabies or
  - (2) the owner knows or suspects is rabid or has exposed an individual to rabies.

#### **ARTICLE V: Release or Disposition**

- A. If a veterinarian determines that a quarantined animal does not show the clinical signs of rabies the local rabies control authority shall release the animal to its owner when the quarantine period ends if:

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- (1) the owner has an unexpired rabies vaccination certificate for the animal; or
  - (2) the animal is vaccinated against rabies by a licensed veterinarian at the owner's expense.
    - d. All expenses incurred by the impoundment of the animal is paid by owner.
    - e.
- B. If a veterinarian determines that a quarantined animal shows the clinical signs of rabies the local rabies authority shall humanely destroy the animal. If an animal dies or is destroyed while in quarantine, the local rabies authority shall remove the head or brain of the animal and submit it to the nearest department for testing.
- C. The owner of the animal that is quarantined under this chapter shall be responsible for all expenses incurred for the quarantine and testing.

#### **ARTICLE VI: ENFORCEMENT**

A. Responsibility.

- (1) The enforcement of this chapter shall be the responsibility of the Rabies Control Authority and his designated officer.
- (2) The Designated Rabies Control Authority shall have the authority to issue misdemeanor citations for violation of the provisions of this chapter.
- (3) The Rabies Authority has the authority to approve or disapprove quarantine facilities.
- (4) The City Council shall select and establish a place for the impounding of all animals under the provision of this chapter.

#### **ARTICLE VII: Violations**

- A. It is unlawful for any person, firm or corporation to violate the provisions of this Ordinance. Any such violation shall constitute a misdemeanor, and upon conviction thereof, shall be punished by fine not to exceed five hundred dollars (500), each and every day that a violation of this ordinance continues and shall constitute a separate offense.

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### **ARTICLE VIII**

The City of Annetta has the option to enter into an inter-local agreement with another entity to provide rabies control through capture, quarantine, and testing of animals suspected of having or carrying the disease.

### **ARTICLE: IX**

This Ordinance shall be cumulative of all provisions or ordinances and of the code of the City of Annetta, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

### **ARTICLE: X**

It is hereby declared to be the intention of the City Council of the City of Annetta, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

### **ARTICLE XI**

The City Secretary of the City of Annetta, Texas, is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance for the official newspaper of the City of Annetta Texas, at least once within ten (10) days after the passage of this ordinance, as authorized by 52.011 of the Local Government Code.

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**ARTICLE XII**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED THIS 17 DAY OF May 2001.

Alan White  
MAYOR

ATTEST  
Pat Peery  
City Secretary

## INTERLOCAL AGREEMENT FOR RABIES CONTROL

THIS AGREEMENT by and between the City of Aledo, a general law municipality situated in Parker County, Texas, hereinafter called "City", acting herein by and through Daphne Richardson, its duly authorized City Administrator, and the City of Annetta, Hereinafter called "Annetta", acting herein by and through its duly authorized City Council

### WITNESSETH.

WHEREAS, VTCA, Government Code, Chapter 791, authorizes the formulation of Interlocal cooperation agreements between and among municipalities and counties; for the performance of governmental functions and

WHEREAS, Chapter 826 of the Health and Safety code, Vernon's Texas Codes Annotated, also known as the Rabies Control Act of 1981, requires governing bodies Of each municipality to designate a local rabies control authority to enforce the Act and Minimum standards for rabies control adopted by the Texas Board of Health; and

WHEREAS, Section 826:016 of said Act authorizes a municipality to enter into agreements with public entities to carry out activities required or authorized under the Act, and

WHEREAS, Annetta wishes to participate in an interlocal agreement with City for Rabies control for the City of Annetta; and

WHEREAS, Annetta and City mutually desire to be subject to the provisions of VTCA, Government Code, Chapter 791, also known as the Interlocal Cooperation Act, NOW THEREFORE, it is agreed as follows:

1.

### PURPOSE

City agrees to provide Rabies Control for Town of Annetta through capture, impoundment or quarantine, testing and reporting, and destruction or release of animals in accordance with Chapter 826, Health and Safety Code, known as the Rabies Control Act of 1981, or City's Ordinances whichever is applicable.

2.

### DEFINITIONS

For the purpose of this agreement, the following definitions shall apply:

(2)

**ACT** shall mean the Rabies Control Act of 1981, codified as Chapter 826 of the Health and Safety Code, Vernon's Texas Codes Annotated.

**ANIMAL** shall mean a warm-blooded animal.

**BITE** shall mean a bite or scratch capable of transmitting rabies, which is inflicted by an animal on a human.

**DANGEROUS DOG** shall mean a dog that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own, or a dog that commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own.

3.

**TERM**

The term of this Agreement is for a period of six months commencing on JUNE 21<sup>ST</sup> 2001, and ending DECEMBER 21 2001.

4.

**SERVICES BY CITY**

**A. Hours**

City agrees to perform rabies control, as stated in the purpose of this agreement, in same manner and during the same hours as it provides services for itself.

**B. Calls for Service**

City agrees to perform calls for service in the same manner and during the same hours as it provides services for itself.

**C. Rabies Response**

City agrees to perform response in the manner and to the extent that it deems appropriate with the Rules and the Act.

5.

**DUTIES OF ANNETTA**

A. Annetta agrees to provide City four (4) traps. If this agreement is not renewed such traps will be returned to Annetta.



(3)

6.

**IMPOUNDMENT AND DISPOSITION OF ANIMALS**

Impoundment and disposition of animals shall be accomplished in accordance with existing City procedures.

7.

**CONSIDERATION**

During the term of this Agreement, Town of Annetta agrees to pay City for its services based on the schedule attached hereto as "Exhibit A", which is hereby incorporated as a part of this Agreement. City may adjust any fee listed in "Exhibit A" during the term of this Agreement by giving Annetta 120 days notice. City agrees to provide Annetta with an itemized monthly bill. Annetta agrees to promptly pay such bills upon presentation by the City.

8.

**FEES CHARGED ANIMAL OWNERS**

Annetta hereby agrees that City may charge, or cause to be charged, the fees set out in "Exhibit A" to the owners of animals which have been impounded or quarantined. "Exhibit A" is hereby incorporated as a part of this Agreement. If an animal owner reclaims the animal and pays the kenneling fees, then the City will not charge Annetta for such fees. If a quarantined animal's owner reclaims the animal and pays the quarantine fees, then the City will not charge Annetta for such fees.

9.

**TERMINATION**

It is further agreed by and between the City and Annetta that City and Annetta shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

10.

**ENTIRETY**

This agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

11.

**MODIFICATION**

(4)

This agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and Annetta.

12.

**SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason to be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

13.

**AUTHORITY**

This Agreement is made for City and Annetta as an Interlocal Agreement pursuant to VYCA, Government Code, Chapter 791.

18.

**AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

EXECUTED in triplicate this 17 day of May, 2001, in Aledo, Parker County, Texas.

CITY OF ALEDO

*Robert A. Leaf*

City of Annetta

*Oliver Walker*

*Deanne Beckwith*

ATTEST:

*Patricia Perry*

ATTEST:

**EXHIBIT A  
Annetta  
Fee Schedule**

**Daily Board Fee:**

**Kenneling (per dog, cat, or other animal)----- \$ 8.00 per day**  
**Quarantine (per animal)----- 12.00 per day**

**Service Calls and Rabies Responses**

**Per Staff Hourly Charge-----\$ 8.75 per call**  
**Mileage Charge----- .38 per mile**

**Head Preparation and Shipment**

**Per Animal Head-----\$50.00**

**Educational Services**

**Per Staff Hourly Charge-----\$43.00**

**Euthanization and Disposal**

**Small Animals (dog, cat, ferrets, etc.)-----\$20.00**  
**Larger Animals (cattle and other livestock, etc).-----Determined per case**

**Emergency Animal Control Responses**

**Per Staff Hourly Charge-----\$35.00**

**Rabies Vaccination Fee**

**Per Reclaimed Animal (dog, cat, other small animals)----\$11.00**